

00709

1985/04/05

Annex I
to the Protocol on Cooperation
in Aeronautical Science and Technology
between
the National Aeronautics and Space Administration
of the United States of America
and the
Chinese Aeronautical Establishment
of the
People's Republic of China

· In accordance with Article 8 of the Protocol on Cooperation in Aeronautical Science and Technology between the National Aeronautics and Space Administration of the United States of America and the Chinese Aeronautical Establishment of the People's Republic of China (hereinafter referred to as the Protocol), signed in Beijing on May 11, 1983 by the National Aeronautics and Space Administration of the United States of America and the Chinese Aeronautical Establishment of the People's Republic of China (hereinafter referred to as the Parties), the Parties agree as follows:

I. The Parties agree that any information of a confidential nature exchanged under the Protocol or Annexes (such as trade secrets and technical knowhow or information with obligation concerning its confidentiality requested by either Party), shall be protected. A decision to introduce such information shall be made only by mutual agreement of the Parties which may be arrived at through consultation between the representatives designated by both Parties or their designated coordinators under Article 5 of the Protocol or as otherwise agreed by the Parties.

II. As to inventions or discoveries made or conceived under the Protocol or Annexes, the Parties agree:

1. If the invention or discovery is made or conceived by personnel of one Party as a result of the exchange of information between the Parties such as by joint meeting, seminars, or exchange of technical reports or papers:

(a) The Party whose personnel made the invention or discovery (the inventing Party) is entitled to obtain all rights and interests in the invention or discovery in all countries, subject to a nonexclusive, irrevocable, royalty-free license to the other Party, its government and nationals; and

(b) In event the inventing Party decides not to obtain such rights and interests in the other Party's country, or a third country, the other Party may do so, subject to a nonexclusive, irrevocable, royalty-free license to the inventing Party, its government and nationals.

2. If the invention or discovery is solely or jointly made or conceived by personnel of one Party (the assigning Party) while assigned to the other Party (the receiving Party) during exchange of scientific and technical personnel:

(a) The receiving Party is entitled to obtain all rights and interests in the invention or discovery in its country, and third countries, and the assigning Party is entitled to all rights and interests in its country, and a nonexclusive, irrevocable, royalty-free license in third countries for its use and that of its government and nationals; and

(b) In event the receiving Party decides not to obtain such rights and interests in third countries, or a particular third country, the assigning Party may do so, subject to a nonexclusive, irrevocable, royalty-free license to the receiving Party, its government and nationals.

3. If the invention or discovery is made or conceived as a result of other specific forms of cooperation such as special joint research projects, or if an invention or discovery is made or conceived under the circumstances of Paragraph 1 above by personnel of both Parties (co-inventors), the Parties shall provide for appropriate distribution of the rights thereto. In general, each Party shall normally own the rights to such inventions in its own country, and third country rights shall be agreed upon by the Parties on an equitable basis.

4. The Party whose personnel made the invention or discovery shall communicate to the other Party information disclosing the invention, any patent or other protection it elects to obtain, and furnish documentation necessary for the establishment of the other Party's rights in the invention. The communicating Party may ask the other Party to delay publication or public disclosure of such information, provided that this restriction does not extend beyond six months from the date of the communication of such information.

III. Either Party, or any entity acting under agreement with either Party, may obtain copyright protection in its own country and other countries on works which the Party or its entity originates under the Protocol or Annexes, in which event the other nonoriginating Party and such nationals of its country as it may designate shall have a nonexclusive, irrevocable and royalty-free license under the copyrights to translate, reproduce, publish and distribute such works.

IV. Each Party shall assume the responsibility to pay awards or compensation required to be paid to nationals of its own country according to the laws of its country.

V. Other questions or issues that arise under this Annex shall be settled through consultation between the representatives designated by both Parties or their designated coordinators under Article 5 or as otherwise agreed by the Parties.

VI. This Annex shall enter into force upon signature by both Parties and shall remain in force for the duration of the Protocol.

Done at Beijing, on the fifth of April of 1985, in duplicate in the English and Chinese Languages, both equally authentic.

For the
National Aeronautics and
Space Administration of
The United States of
America

For the
Chinese Aeronautical
Establishment of the
People's Republic of
China

